

ANDERSON & KREIGER LLP

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November 20, 2009

By Certified Mail, Return Receipt Requested

Mary Ann Caouette, Frances Simeone and John E. Simeone
c/o Mary Ann Caouette
10 Stow Street
Acton, MA 01720

Re: Notice and Statement of Intent to Sell – M.G.L. Chapter 61A

Dear Ms. Caouette, Ms. Simeone and Mr. Simeone:

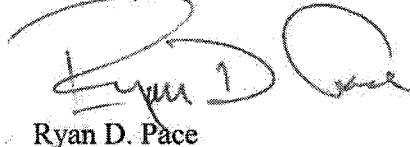
On behalf of my client, the Town of Acton (the "Town"), I write to you individually and as trustees of the Simeone Irrevocable Trust to inform you that the Notice and Statement of Intent to Sell dated October 20, 2009 that you delivered to the Acton Board of Selectmen, Board of Assessors, Planning Board and Conservation Commission is insufficient under and does not comply with Massachusetts General Laws Chapter 61A, Section 14 ("Section 14") for the reasons set forth below. As a result, the 120-day period that is provided under Chapter 61A for the Town to elect to purchase the portion of your land off of Martin and Stow Street that is classified under Chapter 61A (the "61A Land") has not been triggered.

1. The Notice and Statement of Intent to Sell was not accompanied by a map showing the location and acreage of the land that is classified under Chapter 61A as required in the third paragraph of Section 14. As the Appeals Court states in the case of *Billerica v. Card*, 66 Mass.App.Ct. 664 (2006), public interest requires the strict enforcement of the statutory notice requirements of Chapter 61A.
2. Section 41 of the Purchase and Sale Agreement for the 61A Land requires the Town to re-convey for one dollar a "sufficient and mutually-agreeable portion" of the 61A Land abutting the residence at 90 Martin Street for residential purposes "so that the residence lot will constitute a building lot which conforms in all respects to Town of Acton zoning requirements." Under Chapter 61A, the Town must have the right to preserve all of the classified property that is offered for sale. However, the Town does not have that right in this case because the Town must reconvey a portion of the Chapter 61A Land to you. In addition, it is impossible to identify with specificity "the location and acreage of land" that the Town will ultimately own if it exercises its right of first refusal.

3. The fourth paragraph of Section 14 states that "any notice of intent to sell for other use shall be accompanied by a certified copy of an executed purchase and sale agreement . . . which is limited to only the property classified under this chapter." As drafted, the Purchase and Sale Agreement for the 61A Land does not comply with this provision because it is not limited to the 61A Land. Rather, it is inextricably linked to the residential land at 90 Martin Street through the reconveyance requirement in Section 41 of the Purchase and Sale Agreement.

Kindly note that the Town has a strong interest in purchasing the 61A Land, and the Town is willing to work with you on this matter. The Town looks forward to receiving a notice that complies with Chapter 61A if you intend to proceed with a sale of the 61A Land, and representatives from the Town are happy to speak with you in the meantime.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ryan D. Pace", is written over a horizontal line. The signature is fluid and cursive.

Ryan D. Pace

cc: Steven Ledoux (by e-mail)
Douglas A. Muir, Esq. (by facsimile and certified mail, return receipt requested)